

- 3.11 Indemnification. To the fullest extent permitted by law, every director and every officer of the Community Association, and the members of the Design Review Committee, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal, or control over members of the Community Association Board or the Design Review Committee) shall be indemnified by the Community Association, and every other person serving as an employee, or direct agent of the Community Association, or on behalf of the Community Association as a member of a committee or otherwise, may, in the discretion of the Board of the Community Association, be indemnified by the Community Association, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which her or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Community Association (or in the case of the Developer by reason of having appointed, removed, or controlled, or failed to control members of the Community Association Board or the Design Review Committee) whether or not he or she is a director, an officer, or a member of the Design Review Committee, or serving in such other specified capacity at the time such expenses are incurred; provided, however, that prior to agreeing to any such indemnification, the Community Association Board shall determine, in good faith, that such officer, director, member of the Design Review Committee, or other Person or the Developer, did not act, fail to act, or refuse to act willingly, or with gross negligence, or fraudulent or criminal intent in the performance of his or her duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Persons may be entitled at law or otherwise. Appropriate insurance may be obtained pursuant to Article V to cover any liability exposure created by virtue of the foregoing indemnification.
- 3.12 Non-Liability of Officials. To the fullest extent permitted by law, neither the Developer, the Community Association President, any directors or officer of the Community Association, any Design Review Committee member, nor any other members of the committees of the Community Association shall be liable to any Community Association Member or any Owner, Occupant, or any other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or speculations (whether or not defective), course of action, inaction, omission, error, negligence, or the like made in good faith and which the Developer, the President, and director, any officer, or any member such committees reasonably believed to be within the scope of his or her duties.
- 3.13 Easements. The Community Association is authorized and empowered to grant upon, across, or under real property owner or controlled by the Community Association such permits, licenses, easements, and rights-of-way for sewer lines, water lines, underground conduits, storm drains, television cable, and other similar public or private utility purposes, roadways, or other purposes as may be reasonably necessary and appropriate for the orderly maintenance, preservation, and enjoyment of all or any part of the Community or the preservation of the health, safety, convenience, and welfare of, the Owners.
- 3.14 Accounting. The Community Association, at all times, shall keep, or cause to be kept, true and correct records of account in accordance with generally accepted accounting principles, and shall have available for the inspection of all Owners at reasonable times during regular business hours, books which shall specify in reasonable detail all expenses incurred and funds accumulation from Assessments or otherwise.
- 3.15 Records. The Community Association shall, upon reasonable written request and during reasonable business hours, make available for inspection by each Owner and Community Association Member the books, records, and financial statements of the Community Association together with current copies, as amended from time to time, of this declaration and the

Community Association Articles, Bylaws, and Rules. The Developer shall be under no obligation to make its own books and records available for inspection by the Community Association, or any Owner, Community Association Member or other Person.

- 3.16 Managing Agent. Any powers, duties, and rights of the Community Association created pursuant hereto, or of the Community Association President, or Board, as provided by law and herein, may be delegated to a managing agent under a management agreement; provided, however, that no such delegation shall relieve the Community Association of its obligation to perform any such delegated duty. Any agreement for professional management, or any other contract providing for services, shall not exceed a term of three years, which term may be renewed by agreement of the parties for successive one-year periods, and shall further provide for termination by either party with or without cause and without payment of a termination fee upon 60 days' prior written notice.
- 3.17 Developer's Control of the Community Association. Notwithstanding anything in this Article III or elsewhere in the Declaration to the contrary, the Developer shall maintain absolute and exclusive control over the Community Association and the Design Review Committee, including appointment and removal of the President and all other officers of the Community Association, all directors of the Community Association Board and all members of the Design Review Committee, until ninety-five percent (95%) of all land (including land within any Annexation Property) has been sold to third parties, and Developer owns less than two acres of land. Until such time, only the Developer will be entitled to cast any votes with respect to the election and removal of Community Association officers or directors and members of the Design Review Committee, or any other matter requiring the vote or approval of Community Association Members. The Developer voluntarily may (but shall not be required to) at any time relinquish all or any part of the Developer's control and rights under this Section.

#### **ARTICLE IV Creation of Lien and Personal Obligation**

Each Owner, by acceptance of a deed or other conveyance of an interest in a Lot, is deemed to covenant and agree to pay all of the following to the Community Association in accordance with the terms hereof: Regular Assessments and Special Assessments. Such Assessments shall be collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as herein after provided, shall be a continuing lien upon such Owner's Lot against which the Assessments are made. Each Assessment, together with such interest and other costs, shall also be the personal obligation of the Owner to whom such Assessment relates. The personal obligation for delinquent payments shall not pass to an Owner's successor unless expressly assumed by him. If an Owner shall consist of more than one Person, the obligations of the Owner for the payment of Assessments on such Owner's Lot shall be joint and several.

- 4.1 Purpose of Assessments. Except as otherwise herein set forth, the Assessments levied by the Community Association shall be used: (a) to promote the health, safety, and welfare of Owners, (b) to enhance the value of the Community, (c) to pay the costs of administration of the Community Association, (d) to pay all other Common Expenses, or (e) to otherwise further the interests of the Community. Where a Lot has separate gas, electrical, sewer, or other similar utilities service, the cost of the same shall be the personal obligation of each Owner. Maintenance of sewer lines serving a Lot shall be the responsibility of its Owner.

#### 4.2 Regular Assessments.

- (a) Except as otherwise specifically provided herein, each Owner of a Lot shall pay as its Regular Assessment its Proportionate Share of the Common Expenses. Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be provided in the Community Association Articles or Bylaws, or as determined by the Community Association.
- (b) Not later than 30 days prior to the beginning of each fiscal year of the Community Association, the Community Association shall make available for review by each Owner at the Community Association's office, during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred by such Association for such fiscal year. The Community Association shall at that time determine the amount of the Regular Assessment to be paid by each Owner and notify the Owner thereof. Each Owner shall thereafter pay to the Community Association its entire Regular Assessment as so determined on or before the beginning of the Community Association's fiscal year, which date shall be set forth in the written notice sent to Owners.
- (c) If the Community Association subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including Common Expenses in excess of the estimated Common Expense used in preparation of the Community Association's budget for that year, the Community Association President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Community Association Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment to be paid by each Owner for the balance of the year, and the date or dates when due. Each Owner shall be notified of the additional amount required to be paid and the due date of such payment, and each Owner shall pay the additional amount when due. If the estimated total regular Assessments for a current year prove to be extensive in light of the actual Common Expenses, the Community Association may, at the discretion of the Community Association Board, retain such expenses as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality of services upon which the Common Expenses for the year in question are based, and if supplemental assessments are required, they shall be made as set forth above.

#### 4.3 Special Assessments: Special Assessments shall be levied by the Community Association against an Owner to reimburse the Community Association for:

- (a) Costs incurred in bringing an Owner or his Lot into compliance with the provisions of this declaration, the Community Association Articles or Bylaws, or the Community Association Rules.
- (b) Fines levied or fixed by the Community Association Board as provided herein.
- (c) Attorney's fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration, the Community Association Articles or Bylaws, or the Community Association Rules.

- (d) Any other charge designated as a Special Assessment in this Declaration, the Community Association Articles or Bylaws, or the Community Association Rules.

In the event the Community Association undertakes to provide material or services which benefit individual Owners of Lots and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof shall be a Special Assessment.

- 4.4 Uniform Assessment. All Regular Assessments imposed upon an Owner shall be based upon such Owner's Proportionate Share.
- 4.5 Exempt Property. All properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority shall be exempt from the Assessments created herein. Additionally, all properties owned by the Developer shall be exempt from the Assessments created herein unless the Developer elects at its discretion to pay the assessments on said properties so owned.
- 4.6 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to each Owner on the date of its creation. The Regular Assessments shall be equitably adjusted as required for short periods.
- 4.7 Time and Manner of Payment; Late Charges and Interest. Assessments shall be due and payable by Owners in such manner and at such times as the Community Association shall designate in accordance with the terms hereof. If not paid within ten (10) days after its due date, each such Assessment shall have added to it a late charge equal to 10% of the amount of Assessment and thereafter bear interest at the Default Rate of Interest until paid. The Community Association may, in its discretion and without waiving the imposition of a late charge or other interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent Owner shall, to the extent all by then applicable law, be liable for attorneys' fee and other related costs incurred by the Community Association as a result of such delinquency, and if any suit, action, or proceeding is brought to collect any such Assessment or charge, then there shall be added to the amount thereof, costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgment or award rendered there on.
- 4.8 No Offsets. All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and on offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (a) the Community Association, its Board, its President, or the Developer is not properly exercising its duties and powers as provided in this Declaration or documentation associated therewith; or (b) Assessments for any period exceed Common Expenses.
- 4.9 Homestead Waiver. Each Owner, to the extent permitted by law, hereby waives to the extent of any liens created pursuant to this Declaration or documentation associated herewith (whether such liens are now in existence or are created at any time in the future,) the benefit or any redemption, homestead, or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.
- 4.10 Reserves. Reserves included in any budget for Common Expenses which are collected as part of Regular Assessments shall be deposited by the Community Association in a separate bank account to be held in trust for the purposes for which they are budgeted are to be segregated from and not commingled with any other funds of the Community Association, except to the extent

that the Community Association's regularly employed accountant deems it desirable to do otherwise on the basis of standard accounting principles in similar contexts or the law (tax or otherwise) of the State of Kansas or the United States relating to corporations not organized for profit, or homeowners' associations. Such reserves shall be deemed a contribution to the capital account of the Community Association. The responsibility of the Community Association Board (whether while controlled by the Developer or the members of the Community Association) shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Developer, such Board, nor any member thereof shall have any liability to the Community Association or any Owner, Community Association Member, if such reserves prove to be inadequate.

- 4.11 Subordination of Lien. Any lien which arises against a Lot by reason of the failure or refusal of an Owner to make timely payment of any assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorney's fees, and any late charges related thereto) on the Lot, acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgage comes into possession or, or acquires title to the Lot, whichever occurs first. If any lien for unpaid Assessments which accrued prior to the date of the First Mortgage comes into possession of or acquires title to the Lot has not been extinguished by the process by which such First Mortgage came into possession of or acquired title to the Lot, such First Mortgagee shall not be liable for unpaid Assessments arising prior to the aforesaid date and, upon written request by such first Mortgagee to the Community Association, such lien shall be released in writing by the Community Association. Any unpaid Assessments which are extinguished pursuant to the forgoing sentence shall continue to be the personal obligation of the delinquent Owner and may also be re-allocated by the Community Association among all Owners as part of the Common Expenses.
- 4.12 Certificate of Non-Payment. Upon request, any Person acquiring an interest in any Lot shall be entitled to a certificate from the Community Association setting forth the amount due but unpaid Assessments relating to such Lot, if any, and such Person shall not be liable for, nor shall any lien attach to the Lot in excess of, the amount set forth in the certificate, except for Assessments which occur, or become due, after the date thereof and any interest, costs, attorney's fees, and any later charges related to such unpaid Assessments.
- 4.13 Enforcement of Lien. Any lien provided for in the Article IV may be foreclosed by the Community Association in any manner provided, or permitted, for the foreclosure of realty mortgages in the State of Kansas. All of the provisions of this Article IV relating to the enforcement of any lien provided for herein (including without limitation the subordination provisions in Section 4.11 of Article IV or the provisions of this Section 4.13 or Article IV) shall apply with equal force in each other instance provided for in this Declaration or the Community Association Rules or the Community Association Articles or Bylaws where in it is stated that payment of a particular Assessment, charge, or other sum shall be secured by a lien. Nothing herein shall be construed as requiring that the Community Association take any action allowed hereunder in any particular instance, and the failure of the Community Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time, or in a different instance.
- 4.14 Pledge of Assessment Rights as Security. The Community Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligation of the Community Association; provided, however, any such action shall require the prior affirmative vote, or written assent, of the Developer, if it controls the Community Association, or otherwise a

Majority of all of the members of the Community Association. The Community Association's power to pledge its assessment powers shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to, or which will become payable to, the Community Association, which assignment may then be presently effective but shall allow said Assessment to continue to be paid as required, unless and until the Community Association shall default on its obligation secured by said assignment.

## **ARTICLE V**

### **Insurance**

- 5.1 Authority to Purchase. The Community Association shall purchase and maintain such insurance, and in such amounts, as its Board shall determine from time to time. Such policies, and endorsements thereon, or copies thereof, shall be deposited with the Community Association. The Community Association shall make same available to the Community Association Members in order to permit such Members to determine which particular items are included within the coverage. If they so desire, an Owners or Community Association Members may insure themselves, as they see fit, if any risks which they wish to have covered are not insured by the insurance purchased by the Community Association.
- 5.2 Member's Responsibility. It shall be each Owner's responsibility to purchase, at his own cost, such insurance as he deems appropriate for his own: Lot, improvements thereon, furnishings and personal property therein, personal property stored elsewhere within the Community, personal liability, and such other insurance which the Owner desires.
- 5.3 Non-Liability of Community Association/Board/President. Notwithstanding anything in this Declaration to the contrary, neither the Community Association nor any member of its Board nor any officer of the Community nor the Developer shall be liable to any Owner or Community Association Member, Mortgagee, or other Person, if any risks or hazards are not covered by insurance of if the amount of insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Community Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.
- 5.4 Premiums. Premiums upon insurance policies purchase by the Community Association shall be paid by the Community Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy, or abandonment of a Lot, or its appurtenances, by an Owner, shall be assessed against that particular Owner in a Special Assessment.
- 5.5 Insurance Claims. The Community Association is hereby irrevocably appointed and authorized subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Community Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The President of the Community Association has full and complete power to act for the Community Association in the regard and may, at his discretion, appoint an authorized representative, or enter into an insurance trust agreement wherein the trustee shall have authority, to negotiate losses under any policy purchased by the Community Association.

- 5.6 Benefit. Except as otherwise provided herein, all insurance policies purchased by the Community Association shall be for the benefit of, and any proceeds of insurance received by the Community Association, or any insurance trustee, shall be held or disposed of in trust for the Community Association and the Owners, as their interests may appear.

## ARTICLE VI

### Maintenance, Repairs, and Replacements

- 6.1 Owner's Responsibility. Except as may otherwise be provided for herein, each Owner at his own expense, shall furnish and be responsible for all of the maintenance, repairs, and replacements within his own Lot prior to, during and after construction.
- 6.2 Right of Access. An authorized representative of the Community Association and all contractors, repairmen, or other agents employed or engaged by the Community Association, shall be entitled to reasonable access to each of the Lots as may be required to perform any of the Community Association's responsibilities hereunder.

## ARTICLE VII

### Architectural and Landscape Control

- 7.1 Design Review Committee. The Community Association shall have a Design Review Committee consisting of not less than three (3) nor more than five (5) persons, as specified from time to time by the Developer during periods in which the Developer has the right to appoint the members of the Design Review Committee, and thereafter, by resolution of the Board of the Community Association. The Developer shall retain the right to appoint, augment, or replace all members of the Design Review Committee for the Community until ninety-five percent (95%) of all land (including land within any Annexation Property) has been sold to third parties, and Developer owns less than two (2) acres of land. Thereafter, members of the Design Review Committee shall be appointed by the Board of the Community Association. Persons appointed to the Design Review Committee, other than those Persons appointed by the Developer, must be Community Association Members. Even after control is thus relinquished by Developer, Developer shall retain final authority over the decisions of the Design Review Committee until all land is developed. The Developer voluntarily may (but shall not be required to) permit Community Association Members to appoint or replace one or more of the Design Review Committee at any time.
- 7.2 Establishment of Design and Construction Standards. In order to achieve uniformity and coordination within the Community, Design Standards therefore are hereby established as set forth in Section 7.3 of Article VII. The Construction Standards are hereby established as set forth in Section 7.4 of Article VII. Design Standards may from time to time be amended, repealed, or augmented by way of an amendment to this Declaration which shall refer thereto and shall be placed of Record in Riley County, Kansas.
- 7.3 The Design Standards.
- (a) Landscape Plan Review. Landscaping shall be reviewed for its overall appropriateness. Landscape Plans shall be submitted to the Design Review Committee for review prior to planting. Important guidelines upon which the Design Review Committee shall focus are as follows:

- (1) All areas of the Lot shall be seeded or sodded and irrigated excepted for certain natural areas, or when matching adjacent conditions, where terrain and trees make this impractical, or where the natural prairie is to be maintained.
- (b) Landscape Plantings. A minimum of 4 – 2” or larger trees and 12 shrubs shall be installed in a professional manner where they are visible from the street and within the first 6 months of occupancy. As shrubs shall be installed with a landscape bed, with much to surround the new plantings. The lawn shall achieve a minimum of 90% coverage within the first 12 months of occupancy.
- (c) Landscape Construction. The following standards shall apply to landscape construction:
  - (1) *Erosion Control.* All neighborhoods and lots shall be maintained in a clean and orderly manner during construction periods. Erosion control shall be the responsibility of each Lot Owner.
  - (2) *Easements.* Within utility easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot, except for those improvements for which a public authority or utility company is responsible. The public right-of-way located adjacent to all curb lines shall be maintained by the property owners.
  - (3) *Utilities.* All utilities will be underground.
  - (4) *Grading.* Elevation of homes must be set with regard to drainage of adjacent properties. Property corners are natural points of release. Nor property line grade conditions that do not gracefully meet adjacent grades will be allowed.
  - (5) *Fencing and Walls.* All fencing and walls shall be subject to the approval of the Design Review Committee. No fence shall be constructed at any location that would be considered closer to the street than any part of the main structure of the house. All corner lots will have two (2) fronts to consider for location of fences. Only black metal fences with metal posts, stone columns, or brick pillars are permitted. Perimeter fences shall be four feet up to five feet tall, painted metal, and open picket fence style only. Privacy screens of other material may be permitted by the Design Review Committee around patios so long as the Design Review Committee determines that the material and design are in harmony with the house, but in no instance shall such screens penetrate the building setback lines. No wire, PVC, wood panel, stockade, or opaque fencing is permitted. Chain link fencing will only be approved for use in a dog run and per specifications in Article VII (6).

Retaining walls shall be made of natural materials approved by the Design Review Committee. No bare (exposed) concrete taller than 12 inches will be allowed left untreated. Brick or stone finished are encouraged. Stacked stoned walls and interlocking wall systems will be allowed. Wall system's block style shall be the flat faced unit, and compatible to the house finish color. Plain grey blocks will not be acceptable.



- (6) *Dog Runs.* All dog runs must be approved by the Design Review Committee prior to construction and must be completely screened from the street, all adjacent lots and all other areas.
- (7) *Decks, Arbors, and Gazebos.* All decks, arbors, and gazebos shall be approved by the Design Review Committee, and their design should be included in the final plans submitted for the home.

All structural posts and beams must be treated material, and a skirt board should be utilized to screen the area below the deck. If the deck is well off the ground but is too low to walk under, the space under the deck shall be screened with lattice work, plantings, or other appropriate material.
- (8) *Mailboxes.* Mailboxes shall be Grand Bluff Standard per attached. Mailbox base should be of masonry material. Cap and address block should be of masonry or precast material.
- (9) *Signage.* No permanent sign of any kind shall be displayed to the public view, or from an Lot, or any Common Maintenance Areas, without approval of the Design Review Committee, except for the following temporary signs (“Permitted Signs”): (a) such signs as may be used by Developer in connection with the development and sale of Lots in the Residential District; (b) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; (c) such signs as may be required for the control and regulation of Common Maintenance Areas; (d) such signs advertising the Lot as being for sale, except that: (i) the sign must be located only on the lot to be sold, and (ii) no real estate signs shall be placed in any Common Maintenance Area, and (iii) only on real estate sign shall be placed on each lot; (e) signs promoting political candidate, but only thirty (30) days before and five (5) days after the day of election; (f) builder signs-one per lot. Permitted Signs shall not exceed five square feet in total area or be more than three feet in height.
- (10) *Ornamentation in Yards.* **No outdoor sculpture or lawn ornamentation will be permitted without specific Design Review Committee approval.**
- (11) *Swimming Pools.* No above ground swimming pool may be installed on any lot. All swimming pools will be designed and engineered in compliance with applicable codes and are subject to Design Review Committee approval.
- (12) *Basketball Goals.* Basketball goals must be free standing and positioned behind the front of the building line of the home. Basketball hoops/goals attached to the home or garage are prohibited. Generally, at least partial evergreen screening will be required behind the goal.
- (13) *Antennas.* Other than one (1) 18” satellite dish per unit, no external radio, television, or other antennas of any kind or nature (including but not limited to “satellite dishes”) or other device for the reception or transmission of radio, microwave, or other similar signals, shall be placed or maintained upon any Lot without the prior approval of the Design Review Committee. Satellite dish location must be approved prior to installation by the Design Review Committee.

- (c) Landscape Lighting. All outdoor lighting shall be directed so as to avoid glare and excessive light spillage on adjacent property and fronting streets. Tennis court lighting is not allowed. No lighting of a patio, pool, or other recreation area will be installed without being designed so as to buffer surrounding areas residences from excessive light. Holiday lights may be displayed from November 15 thru January 30 and must be taken down by January 30.
- (d) Construction Period Requirements. Each client's builder must be approved by the Design Review Committee. During the period that a site and/or building is under construction, the following minimum measures shall be required to minimize disturbance to adjacent sites:
  - (1) No lot is to be cleared or construction otherwise started without prior written approval of the plans for that lot by the Design Review Committee.
  - (2) Additionally, no construction work, site prep, or lot maintenance shall be performed on any lot prior to lot closing. Construction staking shall be approved by the Design review Committee prior to start.
  - (3) There will be no trespassing across adjoining lots or common ground. No dumping of construction materials, waste, or trash shall occur in the community. Regular trash removal must be provided.
  - (4) No loud music is allowed on any job site.
  - (5) Contractors will assume complete responsibility for the actions of their workers as well as those of their subcontractors.
  - (6) No construction work will begin before 6:00am or continue after 7:00 pm. To alleviate the noise factor and preserve the tranquility of the area, exterior construction work on new homes (i.e., foundations, framing, siding, or roofing) is not permitted on Sundays. Interior work in new homes and normal maintenance on existing structures is permitted on Sundays.
  - (7) Deviation from above may be permitted with prior approval of Developer.
- (e) HV/AC. No window or wall air conditions or heating units shall be permitted.

7.4 Construction Standards.

- (a) Minimum Sizes. The following minimum finished square footage requirements have been established for the Community.

-Ranch, one story above grade	2000 sq.ft.
-1 ½ stories above grade	1,800 sq.ft main floor/ 800 sq.ft. upstairs
-2 stories above grade	1,500 sq.ft. main floor/1,300 sq.ft. upstairs
- (b) Height. Each single family house shall not exceed thirty-six (36) feet in height measured from finish grade at the nearest point to the highest point of the roof. Chimneys are exempted from this requirement and grade shall not be artificially raised to circumvent